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September 28, 1999

REC'D TN
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OFFICE OF THE
EXECUTIVE SECRETARY

Mr. K. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

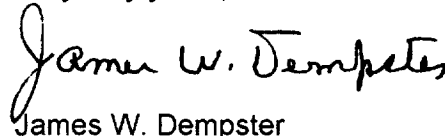
Dear Mr. Waddell:

Re: Petition for Approval of the Interconnection Agreement
Negotiated by Citizens Telecommunications Company
of Tennessee, L.L.C. and Ben Lomand Communications, Inc.
Docket No. 99-00643

Enclosed are 16 copies of Modified Exhibit 1 to the Petition to be substituted for the original Exhibit 1 wherein the parties have corrected the original exhibit to show the name of Citizens Telecommunications Company of Tennessee, L.L.C., a Delaware limited liability company, for the named Citizens Telecommunications Company of Tennessee, Inc., as requested and prayed for in the Petition filed September 1, 1999.

We would appreciate your stamping two of the copies as filed and the date filed and returning them to me in the self-addressed stamped envelope enclosed.

Very truly yours,



James W. Dempster

JWD:bw

Enclosures

c: Richard Tettelbaum, Esquire
Joe C. Roper, President, BLC
Levoy Knowles, Exec. V.P., BLC

Agreement Number: 99-BLC-001

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EXECUTIVE SECRETARY

AGREEMENT FOR
LOCAL WIRELINE NETWORK INTERCONNECTION

between

Citizens Telecommunications Company of Tennessee, Inc. L.L.C.

RMT 9/24/99

and

Ben Lomand Communications, Inc.

LK
9/16/99

99-00643

Dated: August 16, 1999

Modified Exhibit 1
September 28, 1999

AGREEMENT FOR LOCAL WIRELINE NETWORK INTERCONNECTION

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AGREEMENT FOR
LOCAL WIRELINE NETWORK INTERCONNECTION

This Agreement For Local Wireline Network Interconnection ("Agreement") made this 16th day of August, 1999, is by and between Citizens Telecommunications Company of Tennessee, Inc. a Delaware limited liability corporation, having its principal place of business at 3 High Ridge Park, Stamford, Connecticut 06905 ("Citizens") and Ben Lomand Communications, Inc. a Tennessee corporation, having its principal place of business at 1111 New Smithville Highway, P. O. Box 638, McMinnville, Tennessee 37111 ("BLC"). Citizens and BLC may also be referred to herein singularly as a "Party" or collectively as "the Parties."

SECTION 1. RECITALS AND PRINCIPLES

Citizens is an incumbent local exchange carrier authorized to provide telecommunications services in the State of Tennessee, and

BLC is a local exchange carrier authorized to provide telecommunications services in the State of Tennessee; and

The nature of the interconnection arrangement between the Parties established pursuant to this Agreement is of mutual benefit to both Parties and is intended to fulfill their needs to exchange local traffic; and

The Parties have in good faith negotiated, and agreed on local interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BLC and Citizens hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. "Access Service Request" ("ASR") means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.2. "Automatic Number Identification" ("ANI") refers to the number transmitted through the network identifying the calling party.

2.3. "Carrier" means a telecommunication company authorized by the Commission to provide local exchange telecommunications services in the State of Tennessee.

2.4. "CLLI Codes" means Common Language Location Identifier Codes

2.5. "Commission" means the Tennessee Regulatory Authority.

2.6. "DS1" is a digital signal rate of 1.544 Megabits per second ("Mbps")

2.7. "DS3" is a digital signal rate of 44.736 Mbps.

2.8. "Interconnection" in this Agreement refers only to the physical linking of two networks for the mutual exchange of traffic and only for purposes of transmitting and routing telephone exchange traffic or access traffic or both. Interconnection does not include the transport and termination of interexchange traffic.

2.9. "Local Exchange Routing Guide" ("LERG") is a Bellcore reference document used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

2.10. "Local Traffic" means traffic that is originated by an end user of one Party and terminates to an end user of the other Party within Citizens' local serving area, including mandatory local calling scope arrangements established and defined by the applicable state commission. A mandatory local calling scope arrangement is an arrangement that provides end users a local calling scope; i.e. Extended Area Service ("EAS"), beyond their basic exchange serving area. Therefore local traffic, for purposes of this Agreement, includes both intra-exchange calls and EAS calls.

2.11. "Point of Interconnection" ("POI") means the physical location(s) at which the Parties' networks meet for the purpose of establishing interconnection.

2.12. "Rating Point" is the V&H coordinates associated with a particular telephone number for rating purposes.

2.13. "Transport and Termination" denotes transmission and switching facilities used for the exchange of local traffic between interconnected carrier networks.

2.14. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. However, for purposes of interconnection service, Wire Center will mean those points eligible for such connections as specified in the FCC Docket No. 91-141 (Expanded Interconnection with LEC Facilities, Transport, Phase I), and rules adopted pursuant thereto.

SECTION 3. NETWORK INTERCONNECTION

The Parties hereto, agree to interconnect their facilities and networks for the transport and termination of local traffic:

3.1. Interconnection Trunking Arrangements

3.1.1. The Parties will interconnect their networks as specified in the terms and conditions contained in Attachment A attached hereto and incorporated by reference. POIs set forth in this Agreement, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld.

3.1.2. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI.

3.1.3. The Parties mutually agree that all interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning-forecasting meetings.

3.1.4. The Parties agree to establish trunk groups of sufficient capacity for local interconnection purposes. The Parties will mutually agree where one-way or two-way trunking will be available. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth in Attachment B, attached hereto and will conform with all generally accepted industry standards with regard to facilities, equipment, and services. Each Party shall make available to the other Party trunks over which the originating Party can terminate Local Traffic of the end users of the originating Party to the end users of the terminating Party.

3.1.5. This Agreement is applicable only to the incumbent service areas of Citizens within the State of Tennessee. Both Parties agree to deliver only traffic within the scope of this Agreement over the connecting facilities as specified in Attachment A. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party.

3.2. Testing and Trouble Responsibilities

BLC and Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3.2.1. Cooperatively plan and implement coordinated repair procedures for the meet point and local interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

3.2.2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

3.2.3. Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

3.2.4. Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its interconnection trunks/trunk groups are installed per the interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.

3.2.5. Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the interconnection trunks prior to referring any trouble to each other.

3.2.6. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

3.2.7. Immediately report to each other any equipment failure which may affect the interconnection trunks.

3.2.8. Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.

3.3. Interconnection Forecasting.

3.3.1. Consistent with Section 3.1, the Parties agree to work cooperatively to forecast local traffic trunk requirements. The Parties will establish joint forecasting responsibilities for traffic utilization over trunk groups. The Parties recognize that planning for, and the availability of, facilities and/or equipment are dependent on cooperative forecasting between the Parties. Intercompany forecast information will be provided by the Parties to each other at least twice a year. When necessary, the Parties agree to provide additional trunking needed to maintain the grade of service. The Parties agree to connect trunks at a minimum DS1 level to exchange local traffic on a bi-directional basis. All connecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. Where local traffic volumes are not established, two-way trunk groups will be provisioned initially based on forecasts jointly developed by the Parties. BLC must provide the initial two year forecast of its trunk requirements. All trunk facilities will be engineered to a P.01 grade of service. Should a Party identify the need for more or less trunking facilities between the parties to maintain the grade of service, the Party will provide notice to the other Party in writing.

3.3.2. The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period. The Parties agree to jointly plan for the effects of other traffic on their networks, including issues of network capacity, forecasting and compensation calculation.

3.3.3. All requests from one Party to the other Party to establish, add, change, or disconnect trunks will be made in writing using the industry standard Access Service Request.

3.4. Reciprocal Compensation For the Transport and Termination of Interchanged Traffic.

3.4.1. The Parties agree that local traffic will be exchanged between the Parties on a Bill and Keep basis. "Bill and Keep" refers to an arrangement in which two interconnecting carriers do not charge the other for the termination of local traffic that originates on the other carrier's network and do not charge the other for the origination of local traffic that terminates on the other carrier's network. The Bill and Keep approach applies regardless of whether either party actually bills its end users for originating or terminating local calls.

3.4.2. A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the interconnection trunks, and any of the following conditions exist:

3.4.2.1. No trouble is found in the interconnection trunks; or

3.4.2.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

3.4.2.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.

Billing for maintenance service by either party is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in Citizens' FCC Tariff No. 1.

3.5 Coordination of Transfer of Service

3.5.1 Coordination of Transfer of Service. To serve the public interest of end users, the Parties agree that when an end user transfers service from one Party to the other Party it will be necessary for the parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring end users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will also need to be coordinated between the Parties to ensure quality services to the public.

3.5.2 Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Each party will designate a local representative for the purpose of exchanging requests for disconnect, service announcement initiation, and number portability activity between the Parties. Citizens' representatives are the Competitive Resource Administration Group (CRAG). The procedures will address the possibility of processing bulk transfer requests. Citizens may describe some of these procedures in its Local Interconnection Guide. Reference to Citizens' Local Interconnection Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described in this Section. If any provision contained in this main body of the Agreement and Citizens' Local Interconnection Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall apply.

3.5.3 No Charges for Coordinated Transfer of Service Activities. There will be no charges between the Parties or compensation provided by one party to the other Party for the coordinated transfer of service activities described in this Section 3.5.

3.5.4 Letter or Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

3.5.5 Transfer of Service Announcement. In the case where an end user changes service from one Party to the other Party and the end user does not retain its original telephone number, the Party formerly providing service to the end user will provide a transfer of service announcement on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided by the Party formerly providing service for a minimum of four months.

3.5.6 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. In the case where an end user changes service from one Party to the other Party and the end user does not retain its original telephone number, the Party from which the end user is transferring will honor requests for disconnect and service announcement initiation from the Party to which the end user is transferring. The Party to which the end user is transferring service will provide to the other Party the end user's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the end user is transferring will

coordinate with the other Party the disconnect and service announcement initiation to coincide with the service transfer request date. In instances where the transferring end user changes its telephone number, the Party from which the end user is transferring service will place a service announcement on the vacant number no later than 5:00 P.M. local time on the next business day following the service transfer date. It is recommended that the installation date precede the disconnection date.

3.5.7 Disconnect and Coordination of Local Number Portability for Service Transfers without Change of Number. In the case where an end user changes service from one Party to the other Party and the end user retains its original telephone number(s), the Party from which the end user is transferring will honor requests for disconnect and local number portability from the Party to which the end user is transferring. The Party to which the end user is transferring will provide the other Party the end user's name, address, current telephone number, new network number porting information, and date service should be transferred using the industry standard LSR format. The Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

3.5.8 Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one end user that includes combined requests for transfers where the end user will retain one or more telephone numbers and where the end user will not change one or more telephone numbers.

3.5.9 Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for end users having the same billing account number.

3.5.10 Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer side of the Network Interface Device (NID) consistent with Federal Communication Commission rules. The Party to which the end user is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the end user is transferring service. Where a NID is of the type which provides for customer access to one side of the NID, the Party to which the end user is transferring service may elect to remove the inside wire at the connection(s) within the customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

3.6 Service Ordering

Access Service Requests (ASR) will be used by both parties to request trunks and special circuits ordered under this agreement. Local Service Requests (LSR) will be used to order local service including Local Number Portability. Procedures are defined in Citizens' Local Interconnection Guide.

SECTION 4. AUDIT

Either Party may, upon written notice to the other Party, conduct an audit, during normal business hours, only on the source data/documents as may contain information bearing upon the services being provided under the terms and conditions of this Agreement. An audit may be conducted no more frequently than once per 12 month period, and only to verify the other Party's compliance with provisions of this Agreement. The notice requesting an audit must identify the date upon which it is requested to commence, the estimated duration, the materials to be reviewed, and the number of individuals who will be performing the audit. Each audit will be conducted expeditiously. Any audit is to be performed as

follows: (i) following at least 45 days' prior written notice to the audited Party; (ii) subject to the reasonable scheduling requirements and limitations of the audited Party; (iii) at the auditing Party's sole cost and expense; (iv) of a reasonable scope and duration; (v) in a manner so as not to interfere with the audited Party's business operations.

SECTION 5. DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements, the Parties will first confer to discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about or authorizing disclosure of the nature of the dispute to any third party. Such conference will occur at least at the Vice President level for each Party. In the case of Citizens, its Vice President for Interconnection, or equivalent officer, will participate in the meeting, and for BLC, its Executive Vice President, or management person one level below that level, will participate.

In the event the Parties are unable to resolve the dispute through conference, either Party may initiate an appropriate action in any regulatory or judicial forum of competent jurisdiction.

SECTION 6. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 6.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 6.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;
- 6.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 6.4. Labor difficulties, such as strikes, picketing or boycotts;
- 6.5. Delays caused by other service or equipment vendors;
- 6.6. Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 7. COMMISSION DECISION

This Agreement will at all times be subject to such review by the Commission or FCC as permitted by the Telecommunications Act of 1996. If any such review renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties agree to negotiate in good faith to agree upon any necessary amendments to the Agreement.

SECTION 8. REGULATORY CHANGES

Either Party may request an amendment to take into account any changes in Commission or FCC rules and requirements, including changes resulting from judicial review of applicable regulatory decisions.

SECTION 9. REGULATORY APPROVAL

The Parties agree to jointly file this Agreement with the Commission and to fully cooperate with each other in obtaining Commission approval.

SECTION 10. YEAR 2000 COMPLIANCE

10.1 Warranty. Each Party warrants and represents to the best of their knowledge that all of its critical Interconnection Assets used in interconnection and the exchange of traffic and information with the other Party, including, but not limited to information technology and non-information technology systems and facilities and to the extent of direct influence and control, those of either Party's external suppliers utilized by either Party in its business ("Interconnection Assets") will be "Year 2000 Compliant" (defined below) by no later than December 31, 1999. This warranty will survive the expiration of any other warranty period provided for herein. For purposes of this Agreement, the following definitions apply:

(i) "Date Data" means any data, formula, algorithm, process, input or output which includes, calculates or represents a date, a reference to a date or a representation of a date;

(ii) "Year 2000 Compliant" means:

a. the functions, calculations, and other computing processes of the Interconnection Assets (collectively, "Processes") perform in a consistent manner regardless of the date in time on which the Processes are actually performed and regardless of the Date Data inputs to the Interconnection Assets, whether before, on, during or after January 1, 2000 and whether or not the Date Data is affected by leap year;

b. the Interconnection Assets accept, calculate, compare, sort, extract, sequence, and otherwise process all Date Data, and return and display all Date Data, in a consistent manner regardless of the dates used in such Date Data, whether before, on, during or after January 1, 2000;

c. the Interconnection Assets will function correctly and without interruptions caused by the date in time on which the Processes are actually performed or by the Date Data inputs to the Interconnection Assets, whether before, on, during or after January 1, 2000;

d. the Interconnection Assets accept and respond to two-digit year-date input in a manner that resolves any ambiguities as to the century in a defined, predetermined, and appropriate manner;

e. the Interconnection Assets store and display all Date Data in ways that are unambiguous as to the determination of the century;

f. no Date Data will cause one or more Interconnection Assets to perform an abnormally ending routine or function within the Processes or generate incorrect values or invalid results; and

9. each of the Interconnection Assets will properly exchange Date Data with ALL other Interconnection Assets that it may interact or inter-operate with as deemed necessary.

10.2 Testing Warranty. Each Party warrants and represents that the critical Interconnection Assets will be tested by that Party and/or that Party's suppliers of Interconnection Assets to determine whether each of the Interconnection Assets are Year 2000 Compliant. Upon one Party's written request, the other Party agrees to participate in additional tests of one or more of the critical Interconnection Assets should it be determined to not be Year 2000 Compliant. Each Party will notify the other Party immediately of the results of any test or any claim or other information that indicates any critical Business Asset is not year 2000 Compliant.

10.3 Indemnity. Except for direct damages to one Party's network resulting from willful misconduct or negligence of the other Party, and notwithstanding anything to contrary contained herein, the Parties will otherwise hold each other harmless with respect to any breach of the warranty provided in this Section 10. Each Party also agrees to indemnify and hold the other Party and its shareholders, officers, directors, employees, agents, successors, and assigns harmless from and against any and all claims, suits, actions, liabilities, losses, costs, reasonable attorneys' fees, expenses, judgments or damages, whether ordinary, special or consequential, resulting from any third-party claim made or suit brought against the indemnified Party or such persons, to the extent such results from the indemnifying Party's breach of the warranties contained in this Section.

10.4 Repair Obligation. To the extent that it is determined by a Party, that an Interconnection Asset is not Year 2000 compliant, the Party owning or operating that Interconnection Asset agrees to immediately formulate and implement a written plan of action to modify the Interconnection Asset such that it is Year 2000 compliant. Advisement of such plan of action shall be delivered to the other Party within ten (10) business days after completion of same. As part of any such plan, the Party required to modify the Interconnection Asset shall, at its expense, commit the resources necessary to correct any nonperformance, error or defect in a timely manner commensurate with the nature of harm caused by the nonperformance, error or defect, and will complete the correction not later than thirty (30) days after delivery of the plan of action.

SECTION 11. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

BLC will provide Citizens with the directory information for all its End-Users in those areas in which both Parties can terminate a local call pursuant to this agreement in the industry standard Ordering and Billing Forum (OBF) Local Service Ordering Guidelines (LSOG) format.

SECTION 12. SECTION 252 OF THE TELECOMMUNICATIONS ACT OF 1996

The Parties agree that the provisions of Section 252 of the Telecommunications Act of 1996, including but not limited to Section 252(i), shall apply to this Agreement, together with Tennessee Regulatory Authority and FCC interpretive regulations in effect from time to time.

SECTION 13. TERM OF AGREEMENT

13.1 Term. Subject to the termination provisions contained in this Agreement, the initial term of this Agreement shall be one (1) year from the effective date referenced in Section 14. of this Agreement. This Agreement shall continue in force and effect for consecutive one (1) year terms unless on a date no less than three (3) months prior to the expiration of the initial term or any subsequent term, either Party requests the commencement of negotiations pursuant to Section 252 of the Act on a new Agreement. The termination provisions in this section do not at any time affect either Party's rights under Section 252(i) of the Act.

13.2 Post-Termination Arrangements. For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption until a replacement agreement has been executed by the Parties either (a) under a new agreement voluntarily executed by the Parties; (b) under a new agreement negotiated pursuant to the provisions of Section 252 of the Act; or c) under any agreement available according to the provisions of Section 252(i) of the Act.

SECTION 14. EFFECTIVE DATE

This Agreement will become effective upon approval by the Commission.

SECTION 15. AMENDMENT OF AGREEMENT

The Parties may mutually agree to amend this Agreement in writing. Because it is possible that amendments to this Agreement may be needed to fully satisfy the purposes and objectives, the Parties agree to work cooperatively, promptly, and in good faith to negotiate and implement any such additions, changes, and/or corrections to this Agreement. Any amendment must be made in writing.

SECTION 16. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 17. INDEMNITY

Each Party will indemnify and hold the other harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

SECTION 18. ASSIGNMENT

This Agreement may not be assigned to another Party without written consent of the other Party, which consent will not be unreasonably withheld.

SECTION 19. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Telecommunications Act of 1996 and the laws of the State of Tennessee. It will be interpreted solely in accordance with the terms of the Telecommunications Act and applicable state law.

SECTION 20. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

SECTION 21. NONDISCLOSURE

21.1. "Confidential Information" as used herein means any information in written, oral, or other tangible or intangible forms which may include, but is not limited to, ideas, concepts, know-how, models, diagrams, flow charts, data, computer programs, marketing plans, business plans, customer names, and other technical, financial, or business information, which is designated as "confidential" or "proprietary" by either Party in the belief that it contains a trade secret or other confidential research, development, or commercial or financial information.

21.2. All written Confidential Information to be covered by this Agreement will be identified by a restrictive legend which clearly specifies the proprietary nature of the information.

21.3. If the Confidential Information is provided orally, it will be deemed to be confidential or proprietary if specifically identified as such by either Party or if the information is clearly recognizable to be of a confidential and proprietary nature.

21.4. Any Confidential Information produced, revealed, or disclosed by either Party to the other will be used exclusively for purposes of business discussions, negotiations, fulfilling the terms of this Agreement, and/or other purposes upon such terms and conditions as may be agreed upon between the Parties in writing, and will be kept separately from other documents and materials.

21.5. All persons receiving access to Confidential Information will not disclose it nor afford access to it to any other person not specifically authorized by this Agreement to obtain the Confidential Information, nor will such Confidential Information be used in any other manner or for any other purpose than as provided in this Agreement. No copies or reproductions will be made of any Confidential Information or any part thereof, whether by mechanical, handwritten, or any other means, without the prior written consent of the Party providing it. This Agreement authorizes distribution, disclosure or dissemination only to employees and duly authorized agents of the parties with a need to know such Confidential Information and which employees and agents agree to be bound by the terms of this Section.

21.6. Upon request by the disclosing Party, the receiving Party will return all tangible copies of Confidential/Proprietary Information, whether written, graphic or otherwise, except that the receiving Party may retain one copy for archival purposes.

21.7. Notwithstanding any other provision of this Agreement, this section will apply to all information furnished by either Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

21.8. These obligations shall not apply to any Confidential Information that: (1) was legally in the recipient's possession prior to receipt from the source; (2) was received in good faith from a third party not subject to a confidential obligation to the source; (3) now is or later becomes publicly known through no breach of confidential obligation by the recipient; (4) was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the source; or (5) that is required to be disclosed pursuant to subpoena or other process issued by a court or administrative agency having appropriate jurisdiction, provided, however with respect only to this last exception that the recipient shall give prior notice to the source and shall reasonably cooperate if the source deems it necessary to seek protective arrangements.

21.9. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

SECTION 22. DISCLAIMER OF AGENCY; NO THIRD PARTY BENEFICIARIES; INDEPENDENT CONTRACTOR

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-Party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

SECTION 23. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THE AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

SECTION 24. NO LICENSE

24.1 Nothing in this Agreement shall be construed as the grant of a license, whether express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the parties granting such rights.

24.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or

asserting that the use of any circuit, apparatus, or system, or the use of any software of the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

24.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

SECTION 25. JOINT WORK PRODUCT

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

SECTION 26. NON-WAIVER

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

SECTION 27. ENTIRE AGREEMENT

This Agreement and any Exhibits, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 28. TAXES

It is the mutual understanding of the Parties to this Agreement that there are no taxes specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that a tax or taxes are applicable to the subject matter of this Agreement, then the following provision will apply. Any state or local excise, sales, or use taxes, if any (excluding any taxes levied on income), resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party.

SECTION 29. FEES/REGULATORY CHARGES

It is the mutual understanding of the Parties to this Agreement that there are no regulatory fees or regulatory surcharges specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that regulatory fees or

regulatory surcharges are applicable to the subject matter of this Agreement, then the following provision will apply. If any regulatory fee or regulatory surcharge imposed by a regulatory authority arises from the performance of this Agreement, the Party required by the regulatory agency to collect the fees/surcharge and to remit the fees/surcharge to the regulatory agency will be responsible for the fee/surcharge. Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/321, franchise fees, Lifeline, hearing impaired, and Commission surcharges.

SECTION 30. TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

30.1 For purposes of this Agreement, an "Information Service Provider" or an "ISP" is an entity, including but not limited to an Internet service provider, that provides information services, and "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP.

30.2 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy and regulatory review. The Parties further recognize that the long term resolution of issues related to ISP traffic could affect both Parties and may necessitate modification to this Agreement. In recognition of these factors, the Parties agree to switch and transport ISP traffic in the manner described below in this Subsection subject to amendment upon written agreement of the Parties.

30.3 The Parties acknowledge that under current network and service arrangements, ISP traffic may be switched and transported as if this ISP traffic were actual local (i.e., local exchange and/or EAS traffic). The Parties will switch, transport, and deliver ISP traffic under these conditions until such time as a regulatory authority, court, or a legislative body addresses alternative treatment of this traffic. The switching, transport, and delivery of ISP traffic over local interconnection facilities by either Party, however, shall not be construed as either agreement or acknowledgement by the Parties that this arrangement is proper. In the event that the manner in which ISP traffic shall or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP traffic pursuant to this Subsection is unlawful, improper, or not specifically required, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms shall be effective with the effective date of any such lawful action or determination regarding the treatment of ISP traffic between the Parties.

30.4 In no case will either Party be obligated to provide compensation to the other Party for terminating ISP traffic including, but not limited to, compensation for switching, transport, termination, or delivery of ISP traffic.

SECTION 31. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 32. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by

an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For BLC:
Ben Lomand Communications, Inc.
Attn: Levoy Knowles
P. O. Box 638
McMinnville, Tennessee
37111
Tel: (931) 668-1010
Fax: (931) 668-6646

and to Citizens, addressed as follows:
Citizens Communications
Attention: Contract Manager
National Sales & Marketing
3 High Ridge Park
Stamford, CT 06905
Fax: (203) 614-6633

Citizens Communications
(for Eastern Properties)
Richard Tettlebaum
1400 16th St., N. W., Suite 500
Washington, DC 20036
Tel: (202) 332-5922
Fax: (202) 483-9277


Any Invoices should be sent to:
Citizens Communications
Attention: Manager, Network Cost
1080 Pittsford-Victor Rd.
Pittsford, NY 14534
Tel: (716) 389-0394
Fax: (716) 389-0391

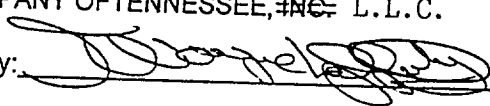
Each Party will inform the other in writing of any changes in the above addresses.

The Parties have caused this Local Wireline Network Interconnection Agreement to be executed on their behalf on the dates set forth below.

BEN LOMAND COMMUNICATIONS, INC.

CITIZENS TELECOMMUNICATIONS
COMPANY OF TENNESSEE, INC. L.L.C.

By: 

By: 

Typed: Levoy Knowles

Typed: F. Wayne Lafferty

Title: Executive Vice President

Title: VP, Regulatory and Government Affairs

Date: 8/24/99

Date: 8/18/99

ATTACHMENT A
INTERCONNECTION TRUNKING ARRANGEMENTS
AND
SPECIFIED POINTS OF INTERCONNECTION

CITIZENS SWITCH LOCATION (CLLI Code)	BLC POI (CLLI Code)	BLC RC (Rate Center)	BLC NPA NXX
<u>MMVLTNXADS0</u>	<u>MMRLTNXA00T__</u>	<u>McMinnville__</u>	<u>931 - 474,507</u>
<u>SPRTTNXARS0</u>	<u>MMRLTNXA00T__</u>	<u>Sparta__</u>	<u>931 - 837</u>
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ATTACHMENT B
GRADE OF SERVICE REQUIREMENTS

All Interconnection Facilities will meet Industry Standard of Engineering, Design and Operation.

The Grade of Service for all Facilities between Citizens' End Office or Tandem and BLC will be engineered to achieve P.01 Grade of Service.